

1 Brian W. Esler, WSBA No. 22168
2 brian.esler@millernash.com
Miller Nash LLP
3 605 5th Ave S, Ste 900
Seattle WA 98104
4 Phone: (206) 624-8300

5 Delfina S. Homen (admitted *pro hac vice*)
delfina.homen@millernash.com
Miller Nash LLP
6 1140 SW Washington St, Ste 700
Portland, OR 97205
7 Phone: (503) 224-5858

8 *Attorneys for Plaintiff*

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12 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

13 GOOD TRUBBLE LLC, a California limited
14 liability company,

15 Plaintiff,

16 v.

17 CHEN ZHIHUA, an individual, and DOES 1-
10,

18 Defendants.

19 Case No. 2:24-cv-01650-GJL

20 STIPULATED MOTION FOR ENTRY OF
CONSENT JUDGMENT AND
PERMANENT INJUNCTION

21 **STIPULATION AND MOTION FOR ENTRY OF JUDGMENT**

22 Defendant Chen Zhihua (“Defendant”) and Plaintiff Good Trubble LLC (“Plaintiff”),
23 themselves and through undersigned counsel, respectively, hereby stipulate as follows and
24 jointly move that the Court enter the proposed Order and the Consent Judgment and Permanent
25 Injunction attached as Attachment A to the Order, based on the following stipulations between
26 the parties:

STIPULATED MOTION FOR ENTRY
OF CONSENT JUDGMENT - 1
CASE NO. 2:24-CV-01650-GJL

Miller Nash LLP
605 5th Ave S., Suite 900
Seattle WA 98104
206.624.8300 | Fax: 206.340.9599

- 1 1. This Court has jurisdiction over the subject matter of this case and jurisdiction over
- 2 Defendant.
- 3 2. Venue is proper in this District pursuant to 28 U.S.C. § 1331(b)(2).
- 4 3. Plaintiff is the owner of all right, title, and interest, including any and all copyright rights,
- 5 in and to Plaintiff's Copyrighted Work. Plaintiff is the owner of valid and subsisting
- 6 United States Copyright Registration No. VA 2-231-138 for the Copyrighted Work,
- 7 issued by the United States Copyright Office on January 13, 2021, with an effective
- 8 registration date of October 16, 2020.
- 9 4. Defendant acknowledges and agrees that Plaintiff owns valid copyright rights in the
- 10 Copyrighted Work and waives the right to challenge Plaintiff's ownership of those rights
- 11 in any future proceedings.
- 12 5. Without Plaintiff's authorization and without any remuneration to Plaintiff, Defendant
- 13 manufactured, published, printed, and sold, or caused to be manufactured, published,
- 14 printed, and sold, certain merchandise incorporating the Copyrighted Work or derivatives
- 15 thereof (the "Infringing Products"), which feature imagery identical to, substantially
- 16 similar to, and/or derivative of the Copyrighted Work. Defendant has offered, distributed,
- 17 and/or sold the Infringing Products through at least Amazon.com.
- 18 6. The foregoing conduct by Defendant constitutes infringement of Plaintiff's exclusive
- 19 rights in the Copyrighted Work in violation of Section 501 of the Copyright Act, 17
- 20 U.S.C. § 501.
- 21 7. As a direct and proximate result of the Defendant's infringing conduct alleged herein,
- 22 Plaintiff has sustained substantial, immediate, and irreparable injury, and is entitled to
- 23 damages and an injunction pursuant to 17 U.S.C. §§ 502-505.
- 24 8. Judgment should thus be entered against Defendant on Count One of Plaintiff's
- 25 Complaint for copyright infringement under the United States Copyright Act.

26
STIPULATED MOTION FOR ENTRY
OF CONSENT JUDGMENT - 2
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- 1 9. Defendant hereby waives any and all right to an appeal from the Consent Judgment and
- 2 Permanent Injunction.
- 3 10. The Consent Judgment and Permanent Injunction will be a final judgment on the merits
- 4 of Plaintiff's claims for purposes of res judicata, collateral estoppel, issue preclusion, and
- 5 claim preclusion.
- 6 11. The consent judgment is being entered into by the parties for the purpose of settlement
- 7 and is without admission by Defendant as to liability or any of the allegations of the
- 8 Complaint in this action, or as to any matters arising out of the Complaint. However,
- 9 nothing in this paragraph shall be construed as diminishing or otherwise affecting
- 10 Defendant's obligations and responsibilities under the Consent Judgment and Permanent
- 11 Injunction.
- 12 12. Defendant, together with all of Defendant's officers, directors, agents, servants,
- 13 employees, representatives, affiliates, successors, and assigns, and all other persons,
- 14 firms, or companies in active concert or participation with Defendant, should be
- 15 permanently enjoined and restrained from directly or indirectly:
 - 16 A. manufacturing, distributing, marketing, advertising, promoting, or selling or
 - 17 authorizing any third party to manufacture, distribute, market, advertise, promote, or
 - 18 sell the Infringing Products and any other products, works, or other materials that
 - 19 include, copy, are derived from, or otherwise embody the Copyrighted Work;
 - 20 B. reproducing, distributing, performing, or publicly displaying the Copyrighted Work,
 - 21 creating any derivative works based on the Copyrighted Work, or engaging in any
 - 22 activity that infringes Plaintiff's rights in the Copyrighted Work; and
 - 23 C. aiding, assisting, or abetting any other individual or entity in doing any act prohibited
 - 24 by sub-paragraphs (a) or (b).
- 25 13. Defendant should be ordered to, at Defendant's own cost and without receipt of any
- 26 compensation from Plaintiff, destroy or deliver up for destruction all materials in

1 Defendant's possession, custody, or control used by Defendant in connection with
2 Defendant's infringing conduct, including without limitation all remaining inventory of
3 the Infringing Products and any other products and works that embody any reproduction
4 or other copy or colorable imitation of the Copyrighted Work, as well as all means for
5 manufacturing them. Such destruction or delivery should occur within ten (10) days of
6 entry of the Consent Judgment and Permanent Injunction, and Defendant shall provide
7 photographic evidence of such destruction of anything not delivered to Plaintiff.

8 14. Defendant should be ordered, at its own expense, to: (a) recall the Infringing Products
9 from any manufacturers, distributors, retailers, vendors, or others that have distributed the
10 Infringing Products on Defendant's behalf; (b) recall from any third parties any products,
11 works, or other materials that include, copy, are derived from, or otherwise embody the
12 Infringing Products or the Copyrighted Work; and (c) destroy or deliver up for
13 destruction all materials returned to it. Such actions should be taken within ten (10) days
14 of entry of the Consent Judgment and Permanent Injunction.

15 15. Defendant should be ordered to file with the Court and serve upon Plaintiff's counsel
16 within twenty (20) days after entry of this Consent Judgment and Permanent Injunction a
17 report in writing, under oath, setting forth in detail the manner and form in which
18 Defendant has complied with the terms of the Consent Judgment and Permanent
19 Injunction.

20 16. If Defendant is found by the Court to be in contempt of, or otherwise to have violated the
21 Consent Judgment and Permanent Injunction, the parties agree that Plaintiff shall be
22 entitled to all available relief which it may otherwise request from the Court, including
23 sanctions for contempt, damages, injunctive relief, attorneys' fees, costs, and any other
24 relief deemed proper in the event of such violation.

- 1 17. The Consent Judgment and Permanent Injunction shall be binding upon and shall inure to
2 the benefit of the parties and their respective heirs, successors, assigns, and acquiring
3 companies.
- 4 18. This permanent injunction is binding against the Defendant worldwide, without regard to
5 the territorial scope of the specific intellectual property rights asserted in the Complain of
6 the above-captioned case and may be enforced in any court of competent jurisdiction
7 wherever Defendant or their assets may be found.
- 8 19. The parties irrevocably and fully waive notice of entry of this Consent Judgment and
9 Permanent Injunction and notice and service of the entered Consent Judgment and
10 Permanent Injunction. Plaintiff is not required to post any bond or security in connection
11 with this Consent Judgment and Permanent Injunction, and Defendant has permanently,
12 irrevocably, and fully waived any right to request a bond or security.
- 13 20. The Court shall retain jurisdiction of this matter for the purposes of enforcing the terms
14 of this Consent Judgment and Permanent Injunction and awarding damages or other relief
15 for violations thereof.
- 16 21. Nothing contained in the Consent Judgment and Permanent Injunction shall limit the
17 right of Plaintiff to seek relief, including without limitation damages, for any and all
18 infringements of intellectual property rights occurring after the date of the Consent
19 Judgment and Permanent Injunction.
- 20 22. The permanent injunction shall remain in full force and effect unless and until modified
21 by order of this Court.
- 22 23. The parties hereby stipulate to entry of judgment on the terms stated herein.

23
24 SO STIPULATED AND MOVED, BY DEFENDANT AND THROUGH COUNSEL OF
25 RECORD FOR PLAINTIFF.

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STIPULATED MOTION FOR ENTRY
OF CONSENT JUDGMENT - 5
CASE NO. 2:24-CV-01650-GJL

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Seattle WA 98104
206.624.8300 | Fax: 206.340.9599

1 DATED this ____ day of December, 2024
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MILLER NASH LLP

5 /s/ Delfina S. Homen
6 Brian W. Esler, P.C., WSBA No. 22168
7 605 5th Ave S., Suite 900
8 Seattle, WA 98104
9 brian.esler@millernash.com
10 (206) 624-8300

11 Delfina S. Homen (admitted *pro hac vice*)
12 1140 SW Washington St, Ste 700
13 Portland, OR 97205
14 delfina.homen@millernash.com
15 (503) 224-5858

16 Attorneys for Plaintiff
17 Good Trubble LLC

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By: 
CF9DB9DA430A48F...
Chen Zhihua
xinch2044462@163.com

Defendant

STIPULATED MOTION FOR ENTRY
OF CONSENT JUDGMENT - 6
CASE NO. 2:24-CV-01650-GJL

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ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED. The Clerk is directed to enter judgment against Defendant Chen Zhihua and in favor of Plaintiff Good Trubble LLC in conformity with the stipulations above.

Dated: January 7, 2025

Jana E.

**HONORABLE TANA LIN
UNITED STATES DISTRICT JUDGE**

4889-8042-9821.1

**STIPULATED MOTION FOR ENTRY
OF CONSENT JUDGMENT - 7
CASE NO. 2:24-CV-01650-GJL**

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